

**LANCASTER COUNTY YOUTH SERVICES CENTER AGREEMENT
2017-2018**

THIS AGREEMENT made and entered into this 13th day of June, 2017, by and between the COUNTY OF LANCASTER, NEBRASKA, hereinafter referred to as "COUNTY," and EDUCATIONAL SERVICE UNIT No. 18 of the State of Nebraska, hereinafter referred to as "ESU."

WHEREAS, the parties hereto desire to cooperate with each other on the basis of mutual advantage to provide services and facilities in a manner that will best meet the needs and development of both parties under the Interlocal Cooperation Act as set forth in Nebraska Revised Statutes 13-801 to 13-827 (Reissue 2012); and

WHEREAS, the COUNTY presently owns and maintains the Lancaster County Youth Services Center, hereinafter referred to as "YOUTH SERVICES CENTER," located at 1200 Radcliff Street, Lincoln, Lancaster County, Nebraska; and

WHEREAS, the COUNTY desires provisions for instructional and support staff, these individuals will be provided within budget allocations, by the "ESU" to provide educational services to youth detained at the YOUTH SERVICES CENTER; and

WHEREAS, the ESU is capable of providing such services, and is willing to do so as a part of the Agreement under the Interlocal Cooperation Act; and

WHEREAS, Nebraska Revised Statutes § 43-2,110, § 79-215(9), and other laws, provide that the State and COUNTY shall pay the cost of providing such educational services.

NOW, THEREFORE in consideration of the mutual promises of the parties hereto, it is agreed as follows:

1. The Agreement shall be in force for the period commencing on August 1, 2017, and continue through July 31, 2018.
2. A separate legal entity will not be created, but the program shall be administered by one individual appointed by each party who will meet as necessary to administer the program and to make appropriate adjustments in the program as may be required from time to time. Both parties shall agree prior to implementing adjustments to the program, including but not limited to the following program adjustments: a) scheduling changes or b) changes in activities that may impact the safety and security of the YOUTH SERVICES CENTER.
3. The "ESU" shall provide a certificated administrator and certified teachers to teach under the laws of the State of Nebraska, and other support staff. The County reserves the right to reject the services of any certified teacher or support staff in the event of the failure to comply with Youth Services Center Policies, Procedures, or Orders, or based upon any articulable facts that such certified teacher or support staff may pose a risk to the security of the Youth Services Center or the individuals at the Youth Services Center. Prior to finalizing any such rejection, the program administrators shall meet and discuss the matter. In the event the services of any certified teacher or support staff are rejected hereunder by the County, ESU agrees to provide a

certificated teacher or support staff replacement to fill the vacant position. A copy of the days that the schools being maintained and are scheduled to be in session is reproduced in Exhibit "A", attached hereto and hereby incorporated by reference this reference.

a. The "ESU" intends to provide certificated teachers for the number of days as provided in the teachers' negotiated agreements.

b. It is expressly understood between the parties that the "ESU" will not provide personnel under this Agreement on days which Lincoln Public Schools is not in session because of scheduled or unscheduled closings.

c. In the event of the absence of the designated teachers, the "ESU" shall make reasonable efforts under its customary procedures to provide an appropriate substitute. If the "ESU" because of the absence of "ESU" teachers is unable to provide an appropriate education program on a scheduled service day, then the "ESU" shall take the necessary steps to make up such day. If this day is not made up, except as hereinafter provided, the county may reduce compensation based upon the number of days services were not so provided pursuant to this agreement. Make up days are not required and no reduction in compensation shall be permitted hereunder, where an appropriate education program was not provided on a scheduled day of service due to the sole fault of the YOUTH SERVICES CENTER.

4. The services to be provided by the educational and support staff shall include direct services to detainees and the mutual development of appropriate educational programs for detainees at the YOUTH SERVICES CENTER, as well as the maintenance of any records required by the "ESU", the YOUTH SERVICES CENTER, and the State of Nebraska.

5. The "ESU" shall provide the teachers with all appropriate materials for the educational programs for the school-age residents of the YOUTH SERVICES CENTER. Work completed by YOUTH SERVICES CENTER residents shall be properly recorded on the records of ESU.

6. The COUNTY agrees that the YOUTH SERVICES CENTER shall provide appropriate space, time, and reasonable staff support to assist "ESU" staff in performance of the services provided in this Agreement. Reasonable staff support shall include the maintenance of student discipline, providing of security, and the providing of any other support which may be required because of the nature of the YOUTH SERVICES CENTER facility and its residents.

7. The COUNTY agrees to reimburse ESU for all expenses incurred in providing services pursuant to this Agreement, provided, however, that the amount of such reimbursement shall not exceed \$892,330. In addition, it is understood and agreed as follows:

a. The amounts set forth above shall represent the total consideration to be paid by the COUNTY to the "ESU" under the terms of this Agreement.

b. The staff members provided by ESU shall not be considered employees of either the COUNTY or the YOUTH SERVICES CENTER.

c. Neither the COUNTY nor the YOUTH SERVICES CENTER shall be responsible for providing workers' compensation insurance, health insurance, or any other fringe benefits for the staff persons employed by the "ESU".

8. In the event that continued reimbursement from the State shall become unavailable for any reason, the COUNTY may terminate this Agreement upon thirty (30) days written notice, and both parties shall be relieved of any further obligations hereunder.

9. Subject to the limitation set forth in paragraph 8 above, the COUNTY agrees to include in its yearly budget an amount sufficient to meet the obligations imposed by this Agreement and to make payments to the "ESU" following receipt of a statement specifying the expenses for which reimbursement is being sought. The "ESU" agrees to send a monthly statement to the Director of the YOUTH SERVICES CENTER who will submit it to the appropriate county office for reimbursement.

10. Each party agrees to save and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or property, including any resulting loss of use. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

11. It is the express intent of the parties that this agreement shall not create an employer-employee relationship, and the "ESU", or any employee or other person acting on behalf of the "ESU" in the performance of this agreement, shall be deemed to be independent contractor(s) during the entire term of this agreement or any renewals thereof. The "ESU" shall be responsible for all benefits payable under this agreement. The "ESU" shall not be entitled to any salary from the County or the Youth Services Center or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. The "ESU" shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable malpractice insurance coverage for themselves, and for payment of all federal, state, local, and any other payroll taxes with respect to their compensation.

12. This Agreement may be modified by written agreement of the parties and may be terminated by either party by giving to the other party written notice of its intention to terminate at least thirty (30) days prior to the proposed date of termination.

13. The "ESU" agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, or any other person on the basis of

race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

14. The "ESU" shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY, with any insurance coverage maintained by the County being secondary or excess.

- a. Workers' Compensation. The "ESU" shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000.00 each accident or injury shall be included. The "ESU" shall provide the County with an endorsement for waiver of subrogation. The "ESU" shall also be responsible for ensuring that all "ESU" subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.
- b. Commercial General Liability. The "ESU" shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include, as applicable: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a PER PROJECT basis, and the "ESU" shall provide an additional insured endorsement acceptable to the County. The required insurance must include coverage for all projects and operations of "ESU" or similar language that meets the approval of the County, which approval shall not be unreasonably withheld. An Additional Insured endorsement shall be provided to County naming County as additional insured under the commercial general liability
- c. The "ESU" shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The "ESU"'s insurance shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the "ESU" shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.
- d. All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.
- e. Nothing contained in this clause or other clauses of this Agreement/Contract shall be construed to waive the Sovereign Immunity of the County.

15. In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, the "ESU" agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. "ESU" shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. "ESU" shall require any subcontractor to comply with the provisions of this section.

16. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous verbal and written communications, agreements, assurances and understandings between the Parties with respect thereto. No amendments, additions or deletions to the Agreement shall be binding unless approved by both parties in writing.

17. The "ESU" shall not assign its duties and responsibilities under this Agreement without the express written permission of the County.

EXECUTED this 20 day of June, 2017

EDUCATIONAL SERVICE UNIT #18
LINCOLN, NEBRASKA

BY:  3
An Authorized Official

EXECUTED this _____ day of _____, 2017

BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

APPROVED AS TO FORM
this _____ day of
_____, 2017

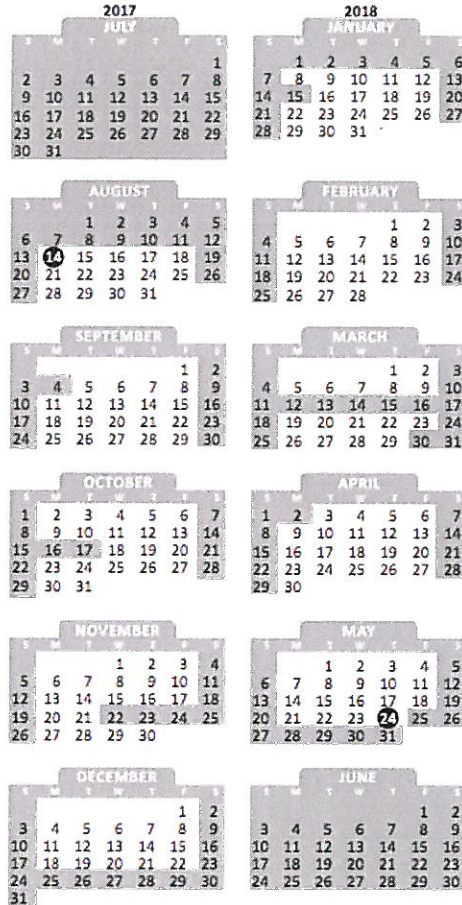
Deputy County Attorney
For JOE KELLY
County Attorney

EXHIBIT- A

2017-2018 Student Calendar

Lincoln Public Schools
Lincoln, Nebraska

Approved 2/16



- First and last days of class for students
- Schools not in session

The Lincoln Public Schools District understands and appreciates that our community has a wide variety of rich and varied religious celebrations and observances. In the event families recognize these holidays, parents should notify schools. Students will be given excused absences and allowed reasonable opportunities to make up any schoolwork missed.

Summer School Schedule

Teacher work day - Friday, May 26th (No classes)

Memorial Day - Monday, May 28th (No Classes)

First day of classes Tuesday, May 30th

No School - Tuesday, July 4th

Last day of classes, Tuesday, July 11th

Teacher optional clean-up day - Wednesday, July 12th (No classes)

Working hours are 7:45-11:15 a.m.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher RMV, Inc. 2 Pierce Place Itasca, IL 60143	CONTACT NAME:	Arthur J. Gallagher RMV, Inc.	
	PHONE (A/C, No, Ext):	630-285-4012	FAX (A/C, No):
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Argonaut Insurance Company			
INSURER B : Midwest Employers Casualty Company			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

RECEIVED

SEP 7 2016

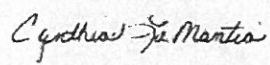
LPS Risk Management

COVERAGES CERTIFICATE NUMBER: 31622941 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	2902036-01	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		2902036-01	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	EWC008348 Retention: \$500,000 Per Claim	9/1/2016	9/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	School Leaders Errors & Omissions Claims-Made Form		2902036-01	9/1/2016	9/1/2017	Ea Wrongful Event - 5,000,000 Aggregate - 10,000,000 Retention - 250,000 Ea Event

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage A: School Liability on an Occurrence Basis excess of a Retained Limit on the School Liability Policy Form
Coverage B: School Board Legal Liability on a Claims-Made Basis excess of a Retained Limit on the School Board Legal Liability Policy
Coverage A: Each Occurrence Limit is \$5,000,000 / Coverage A: Coverage Part A Aggregate \$10,000,000 Does Not Apply to Automobile Liability
Coverage B: Each Claim Limit \$5,000,000 / Coverage B: Coverage Part Aggregate \$10,000,000
Retained Limit Coverage A: \$250,000 each occurrence / Coverage B: \$250,000 each wrongful act.

CERTIFICATE HOLDER Lancaster County Youth Services Contract Lancaster County Youth Services 555 South 10th Street Lincoln NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (AJG) Cynthia La Mantio

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number: 001

POLICY NUMBER: 2902036-01	POLICY CHANGES EFFECTIVE: 8-1-2017	COMPANY: Argonaut Insurance Company
NAMED INSURED: Lancaster County School District 0001 aka Lincoln Public Schools		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED: GENERAL LIABILITY COVERAGE PART		
CHANGES		
It is hereby understood and agreed that the following changes have been made to the policy: Policy Form AG-GL-RL E-021 (06-10)- Additional Insured - Designated Person or Organization Is added to the policy per attached.		
All other terms and conditions remain unchanged.		

Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
PUBLIC RISK GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM
EDUCATOR'S GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Lancaster County Youth Services Center
1200 Radcliff Street, Lincoln, NB 68510

Thirty (30) days notice will be provided to the Additional Insured in the event of policy cancellation.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION III - WHO IS AN INSURED is amended to include as an insured the person(s) or organization(s) shown in the **Schedule**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

All other terms and conditions of the policy remain unchanged.

Named Insured: Lancaster County School District #0001
 Policy Term: 09/01/2016 to 09/01/2018
 Policy No.: EWC008348

Endorsement Code	Edition Date	Effective Date	Expiration Date	Date Created	Description
CMB-1	(08-13)	09/01/2016		09/06/2016	
CMB-11	(08-13)	09/01/2016		09/06/2016	
CMB-160	(08-13)	09/01/2016		09/06/2016	
CMB-197	(01-15)	09/01/2016		09/06/2016	
ISI-254-EXC	(08-13)	09/01/2016		09/06/2016	
ISI-265	(08-13)	09/01/2016		09/06/2016	
ISI-266	(08-13)	09/01/2016		09/06/2016	
ISI-285	(08-13)	09/01/2016		09/06/2016	
CMB-NE	(08-13)	09/01/2016		09/06/2016	
CMB-163	(08-13)	09/01/2016		05/24/2017	

Endorsement Effective: 09/01/2016
Policy No.: EWC008348
Named Insured: Lancaster County School District #0001

Waiver of Subrogation for Specific Project Surcharge Endorsement

You have waived your right to subrogation against certain third parties under the terms of the written contract for the project listed below.

We will also waive any right of subrogation we have against those same third parties if our waiver is required by that written contract.

All other parts of Section K. Recovery, of Part Four – Claims of this Policy remain in effect and are unchanged by this endorsement.

Insured/Member: Lancaster County School District #0001
Insured/Member Address: 5905 O Street
Lincoln, NE 68501
Contract or Job Number: N/A
Description of Work: Educational Services
Length of Job: Ongoing


As respects the owner, contractor, architect, or their officers,
directors, employees, consultants or agents of:

Certificate Holder: Lancaster County Youth Services Center, 1200 Radcliff Street, Lincoln,
NE 68512
Location of Job: 1200 Radcliff Street, Lincoln, NE 68512
In consideration for coverage provided under this endorsement, a \$0 surcharge will apply.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative


Secretary


President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.